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REFERENCE: WIC PROCEDURE MANUAL

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FINANCIAL MANAGEMENT

GOAL: To assure a method of funds distributed and expenditure in accordance with Federal Regulations and OMB A-87 and A-102.

A. Description of System

1. USDA Responsibilities:

- a. Disburse funds to State Agencies according to published formulas.
- b. Authorize letter of credit to State Agencies.
- c. Reallocate funds to State Agencies in the reallocation process.
- d. Impose sanctions on State Agencies for noncompliance.

2. State Agency Responsibilities:

- a. Make drawdown against the letter of credit utilizing the electronic funds transfer process.
- b. Determine distribution of funds to Local Agencies.
- c. Pay **Local Agencies** in accordance with Contract and expenditure reports.
- d. Maintain documented, accurate and on-going reports of State Agency expenditures via the State Budgetary Accounting System.
- e. Develop budget request for State Agency.
- f. Transfer funds to Field Operations Program, for payment of Local Agency expenses.
- g. Transfer funds to contract bank and maintain adequate balance.
- h. Operate data processing system for automated check writing and reconciliation reports (refer to Food Delivery Section).
- i. Maintain year-to-date record of expenditures via a monthly reconciled log book to be subtracted from authorized amount of funds. Log book will note if expenditures are outside the current fiscal year to allow proper reporting of fiscal year close-out.
- j. Maintain accurate year-to-date totals of funds disbursed against remaining funds available.
- k. Maintain accurate monthly records of other program income to be reported on fiscal year close-out.
- l. Assure that any sub grantee or non-procurement contract entity is in compliance with debarment requirements.
- m. Assure funds received through WIC Grant Award are not used for lobbying activities per 7CFR3018.

3. Local Agency Responsibilities:

County Auditor will:

- a. Submit budget proposals for contracting period.
- b. Monitor hours of staff.
- c. Submit Monthly Expenditure Reports.
- d. Implement a financial management system that allows for accurate, documented, on-going financial information on WIC funds received and expended.

Local Agency will:

- a. Approve and verify hours of staff.
- b. Sign off on Monthly Expenditure Report

B. Budget Process for Service Delivery

1. Administrative Formula/Contracts with Local Agencies

Objective:

To utilize a fair method of distributing administrative funds to Local Agencies that would incorporate factors which vary from one Program to another.

Implementation:

a. Community Health Service Offices (state operated)

Budget proposals are developed by the County Auditor for the Local Agency. The State WIC office provides base data to the County Auditor to assist them in preparing the budget. A budget proposal is submitted by the County Auditor to the State WIC Office. Budget proposals are reviewed according to the number of participants being served, local salary costs, history of expenditures, staffing and funding available and staffing ratios established for clerical staff. Once a final Contract has been signed by the State and Local Agency, an encumbrance is set up and the Local Agency is paid against their Monthly Expenditure Report.

a. Public Health Alliance Contracts

Budget requests are developed by the State Department of Health, Community Health Office with data on caseload projections by the WIC Program. The budget is determined by a maximum amount of reimbursement for WIC services per caseload and for supplies needed. Reimbursement is made according to the budgeted amount and adjusted with actual caseload closeout.

The Local Agency contracted with is the County/Consultant. The County Auditor/Consultant is responsible for the financial matters including budget developing, verification, reporting, monitoring and for contract expenses.

Evaluation:

Any comments received from the Local Agencies and Auditors will be reviewed prior to the next contracting period beginning June 1 and ending May 31 of any given year.

2. Start-up Costs:

Objective:

To provide start-up funds to new projects in accordance with Program regulations.

Implementation:

New Local Agencies are eligible for start-up funds after the Contract has been signed and an encumbrance set up. An advance of up to three months' administrative funds will be provided, based on the anticipated caseload. By the end of the Contract period, adjustments will be made in funds received, which incorporate the advance payment.

Evaluation:

Accomplishment of objective.

3. Reporting and Reviewing Expenditures

The method and forms used for reporting expenditures by Local Agencies is addressed in the Electronic WIC Manual , Administration. Additionally, legislative audit performs county reviews of WIC records every three years.

Documentation of staff time is addressed in this section under State Budget.

C. State Budget

Objective:

To provide a budget statement of anticipated expenditures for administrative funds and food expenditures and to maintain expenditures within Program limitations.

Implementation:

Projection of funding is based on current fiscal year allocations plus a small increase.

Direct costs are charged to the WIC Program via the State Budgetary Accounting System with monies transferred to Field Operations Program for payment of Local Agency expenses. Expenses are paid in all programs based upon a 100% time study.

The methodology used for payroll distribution of administrative and direct service staff is based upon 100% composite time study.

The Department of Health documents the expenditure of one-sixth of the State Agency's operational and administrative funds for nutrition education salaries and for breastfeeding allocations, by utilizing a 100 percent time study. Expenditures are at

least one-sixth of the administrative funds received. Expenditures are also documented specific to earmarked breastfeeding monies.

Field Operations personnel, also employed by the State Department of Health, who perform WIC duties, will be incorporated in the documentation. The Programs presently complete a 100 percent time study, which includes WIC functions broken down into **Program Management, Nutrition Education, Breastfeeding and Client Services.**

The time study information from all program personnel will be extrapolated in conjunction with total expenditures to assure compliance.

Other nutrition education expenditures are documented through the State's Budgetary Accounting System for payment from a specific activity designated solely for nutrition education.

Evaluation:

Accomplishment of objective.

D. Procurement and Inventory Procedure

Objective:

Assure control of and accountability of items purchased with federal dollars.

Implementation:

1. Local Agencies, which are staffed by Field Operations (employees of the State Health Department and contract employees), shall relay their requests for equipment to their respective Supervisor.

Capital assets and equipment requests are routed through the Department's Finance Office for issuance of a purchase order. Receipt of materials is verified against the purchase order and the voucher sent to the State Offices for approval. The approved voucher is then submitted to the Department's Finance Office for coding to the appropriate fund sources and then forwarded to the State Auditor's Office for payment.

The actual amount of WIC funds used to purchase the item is determined by the amount of time such equipment will be used for WIC purposes.

2. For the Local Agencies not staffed by Department employees, the Division and Department policy would be followed which requires that delegate agencies (contract Local Agencies) will not purchase capital assets with funds contracted to delegates. In certain cases, specific written authorization may be given according to the following steps:

- a. The Local Agency submits in writing to the State:

- (1) a description of the item to be purchased;
- (2) the estimated cost of the item;
- (3) the hours per week the equipment will be used for WIC purposes;
- (4) the amount of WIC funds to be used to purchase the item.

- b. Upon receipt of the above confirmation, the State will submit in writing its approval to purchase the property.
- c. Upon approval and purchase of the property, the Local Agency must submit the following information to the State.
  - (1) description of the item;
  - (2) actual cost of the item;
  - (3) amount of WIC funds used;
  - (4) serial number of the item purchased;
  - (5) copy of the invoice.

Evaluation:

An inventory number will be issued by the Department Finance Office to be placed on the property for identification purposes. Items are added to the State Inventory System and must be accounted for annually.

E. FNS Approval of Expenditures

- 1. Capital expenditures by the State Agency, when the individual amount on the purchase order exceeds \$2,500 must have prior approval by the Regional Office. The only exception in which this does not apply is for the purchases of automated data processing (ADP?) equipment. Automated data processing equipment or services are allowable subject to conditions noted in the Administrative Cost Handbook dated April 1996, with prior FNS approval. The cost of any one piece of medical equipment exceeding \$2,500 requires the purchase of that equipment be approved by FNS prior to purchase (FNS Instruction 815-1, dated July 1, 1981).

F. Indirect Cost Agreement

- 1. The indirect cost rate is 6.0% on total direct costs less items of equipment and other capital expenditures and food purchases subcontracts in excess of \$25,000 and alterations and renovations. (A copy of the Department of Health's Indirect Cost proposal is in the Appendix of the Plan which is updated yearly.)

G. Program Income

- 1. Money received by the State Agency as a result of civil money penalties or fines assessed against a vendor and any interest charged in the collection of these penalties and fines shall be considered as program income.

## INDIRECT COST AGREEMENT

### STATE AND LOCAL RATE AGREEMENT

EIN #: 46 6000364W

DATE: January 29, 2007

DEPARTMENT/AGENCY:  
South Dakota Dept. of Health  
600 East Capitol Avenue

FILING REF.: The preceding  
Agreement was dated  
April 6, 2006

Pierre

SD

57501-2536

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

#### SECTION I: INDIRECT COST RATES\*

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

TYPE	EFFECTIVE PERIOD		RATE (%)	LOCATIONS	APPLICABLE TO
	FROM	TO			
FIXED	07/01/07	06/30/08	6.0	All	(A)
FIXED	07/01/07	06/30/08	4.9	All	(B)
FIXED	07/01/07	06/30/08	3.3	All	Health Lab
FIXED	07/01/07	06/30/08	2.8	All	Administration
FIXED	07/01/07	06/30/08	0.0	All	Tobacco Prevention
PROV.	07/01/08	06/30/10	6.0	All	(A)
PROV.	07/01/08	06/30/10	4.9	All	(B)
PROV.	07/01/08	06/30/10	3.3	All	Health Lab
PROV.	07/01/08	06/30/10	2.8	All	Administration
PROV.	07/01/08	06/30/10	0.0	All	Tobacco Prevention

(A) Health and Medical Services

(B) Health System Development and Regulations

\*BASE: Total direct costs excluding capital expenditures (buildings, individual items of equipment, and alterations and renovations), that portion of each subaward in excess of \$25,000 and food purchases.

(1)

G31077

DEPARTMENT/AGENCY:  
South Dakota Dept. of Health

AGREEMENT DATE: January 29, 2007

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SECTION II: SPECIAL REMARKS

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TREATMENT OF FRINGE BENEFITS:

This organization identified the cost of each fringe benefit separately as a direct cost when budgeting and charging fringe benefits under Federal projects. The fringe benefits listed below are treated as direct costs.

TREATMENT OF PAID ABSENCES:

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims for the costs of these paid absences are not made.

DEFINITION OF EQUIPMENT

Equipment is defined as tangible nonexpendable personal property having a useful life of more than one year and an acquisition costs of \$5,000 or more per unit.

The following fringe benefits are treated as direct costs:

FICA, WORKERS COMPENSATION, HEALTH/LIFE INSURANCE, UNEMPLOYMENT, AND RETIREMENT

DEPARTMENT/AGENCY:  
South Dakota Dept. of Health

AGREEMENT DATE: January 29, 2007

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Office of Management and Budget Circular A-87 Circular, and should be applied to grants, contracts and other agreements covered by this Circular, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

BY THE DEPARTMENT/AGENCY:  
South Dakota Dept. of Health

(DEPARTMENT/AGENCY)

SIGNATURE:

Donna B. Hollingsworth

(NAME)

Secretary of Dept. of Health

(TITLE)

2-6-07

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

(SIGNATURE)

Wallace Chan

(NAME)

DIRECTOR, DIVISION OF COST ALLOCATION

(TITLE)

January 29, 2007

(DATE) 1077

HHS REPRESENTATIVE: Karen Wong

Telephone: (415) 437-7820



STATE OF SOUTH DAKOTA  
GENERAL CONTRACT/LETTER OF AGREEMENT  
FOR PROVIDER SERVICES  
BETWEEN

Aurora County  
% County Auditor  
PO Box 397

Plankinton, SD 57368-0397

Referred to as "Provider"

South Dakota Department of Health  
Health and Medical Services  
615 East Fourth Street

Pierre, SD 57501-1700

Referred to as "State"

State and Provider hereby enter into a contract for Provider Services.

**I. PROVIDER**

A. The term of this Contract shall begin June 1, 2007 and end May 31, 2008. State will not pay for any services provided by Provider unless this contract is signed by all parties BEFORE PROVIDER BEGINS TO PROVIDE SERVICES.

B. Provider is not a full or part-time employee of State or any agency of the state of South Dakota.

C. Provider, as an independent contractor, is solely responsible for the withholding and payment of applicable income and Social Security taxes due and owing from money received under this contract.

D. Provider may use the following equipment, supplies and/or facilities owned by the State of South Dakota:

The Provider will use a state owned personal computer and, if the Provider is able to demonstrate to the State's satisfaction that general office equipment and general office supplies are not available, the State will provide such office equipment and supplies, including but not limited to, a desk, chair, filing cabinet and general office supplies. No State facilities will be used by the Provider in fulfillment of this contract.

E. Provider will not purchase capital assets or equipment using State funds.

F. Provider agrees to:

1. Provide clerical services for the Women, Infants, and Children (WIC) Program in compliance with federal regulations and State's WIC Policy and Procedure Manual, including ongoing WIC Program memo and policy revisions.

2. Use the funds from the State exclusively for:

a. Clerical salary and benefits as listed on the Budget Proposal sheet attached to this contract and marked as Exhibit A.

b. Per diem if needed for clerical services in accordance with WIC activities, according to county policy, but not exceeding State rates.

c. Other expenses specified and approved on Exhibit A.

3. Make appropriate facilities available for WIC services to participants within the county.

4. Refer potential applicants to the WIC Program and inform applicants of health services available.
5. Safeguard and maintain the confidentiality of applicants and participants and protect records from loss or use by unauthorized persons.

Provider further agrees that the contents of WIC records shall not be disclosed to anyone other than persons directly connected with the administration or enforcement of the program, including persons investigating or prosecuting violations in the WIC Program under Federal or State authority.

6. Provide to State a Monthly Expenditure Report of incurred expenses for reimbursement by the 5<sup>th</sup> of every month and maintain complete, accurate, documented and current accounting of all program funds received and expended as specified on Exhibit A.
7. Maintain and have available for the State's review and audit, all documentation associated with administering this contract. All WIC participants files are property of the State.

G. **INSURANCE:** Provider agrees, at its sole cost and expense, to maintain the following insurance:

1. Commercial General Liability Insurance:

Provider shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this contract or be no less than two times the occurrence limit.

## 2. Worker's Compensation Insurance:

Provider shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

## 3. Certificates of Insurance:

Prior to commencement of work under this Contract, Provider shall furnish State properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract and *promptly provide updated Certificates of Insurance on an ongoing basis*. Such insurance shall not be canceled, except on 30 days' prior written notice to State. Provider shall furnish copies of insurance policies if requested by State.

- H. Provider agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require Provider to be responsible for or defend against claims or damages arising solely from acts or omissions of State, its officers, agents or employees.
- I. Provider is a Business Associate of the Department of Health pursuant to requirements of the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (HIPAA). State's *Administrative Policies and Procedures Statement No. 22*, as modified from time to time during the term of this agreement, is incorporated by reference and made a part of this agreement as is fully set forth herein.

Provider shall *not* be allowed to distribute Protected Health Information (PHI) to any other person or entity except South Dakota Department of Health. Medical Providers and other providers may only receive eligibility, outreach and WIC certifications with a signed release of information authorized by the participant.

Provider shall *not* be allowed to retain PHI in any format or media except written and electronic directed by SD Department of Health staff. If Provider is authorized to retain PHI pursuant to the terms of this contract, Provider is obligated to continue to comply with State's *Administrative Policies and Procedures Statement No. 22 - HIPAA Obligations of Business Associates*, as modified at all times that Provider has possession or supervision of such PHI.

Provider shall report to State, within 72 hours, any breach in confidentiality the Provider becomes aware of. Provider also agrees to mitigate in good faith, and to the extent practicable, any harmful effect resulting from the breach in confidentiality, both on its own and with State. Such a breach would allow State to terminate the contract for cause and take any other actions deemed appropriate by State. 45 CFR §164.504 (e)(2)(ii)(C) and 45 CFR §164.314 (a)(2)(i)(C) and (D)

Provider shall ensure that all appropriate safeguards are implemented to protect the confidentiality, integrity, and availability of the electronic protected health information (EPHI) created, received, maintained, or transmitted on behalf of State. 45 CFR §164.314 (a)(2)(i)(A)

## II. STATE

- A. State will pay, upon State's satisfaction that services have been completed, up to \$3,413.50.
- B. State will not pay Provider expenses as a separate item.
- C. TOTAL CONTRACT AMOUNT (Not to Exceed) \$3,413.50.

D. State will not be held liable for reimbursement of amounts shown on an itemized billing if not received within 30 calendar days from the close of the month being reported.

E. State agrees to:

1. Administer the WIC Program in accordance with federal regulations and United States Department of Agriculture (USDA), Food and Nutrition Services and the policies and procedures established by the State governing the WIC Program.
2. Provide adequate staff and capabilities to operate the WIC Program at the local level including:
  - a. performing certification procedures;
  - b. performing nutrition education and counseling;
  - c. performing awareness/referral to available health services;
  - d. providing the Provider's clerical personnel with a WIC Policy and Procedure Manual and including on-going WIC Program memos and policy revisions; and
  - e. answering Provider clerical personnel's questions regarding the above described Manual and reviewing Provider clerical personnel's work for the purpose of ensuring compliance with federal WIC guidelines.
3. Establish a food delivery system so qualified local retailers may be authorized to provide foods locally to participants.
4. Develop the annual State Plan as required by Federal WIC regulation for WIC program operation and administration.
5. Establish a financial management system and comply with fiscal requirements prescribed by Food and Nutrition Services guidelines and instructions.
6. Provide monthly payment to the Provider upon receipt of the Monthly Expenditure Report detailing actual costs related to clerical support and as specified on Exhibit A.

### III. OTHER PROVISIONS

- A. INTEGRATION/CHOICE OF LAW AND FORUM: This contract contains the entire agreement between the parties, and may be amended only in writing signed by both parties. Each amendment shall be attached to and become a part of this contract. The terms and conditions of this contract are subject to and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this contract, which cannot be resolved by mutual agreement, will be tried in Hughes County, South Dakota.
- B. TERMINATION: This contract can be terminated upon thirty (30) days written notice being received by the other party and may be terminated for cause by State at any time with or without notice.
- C. NOTICE: Any notice or other communication required under this contract shall be in writing and sent to the address set forth above. Notices shall be given by and to the State Contact Person on behalf of State, and by and to the Provider Contact Person on behalf of Provider, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- D. FUNDING TERMINATION: This contract depends upon the continued availability of appropriated funds and expenditure authority from Congress, the Legislature or the Executive Branch for this purpose. This contract will be terminated for cause

by State if Congress, the Legislature or Executive Branch fails to appropriate funds, terminates funding or does not grant expenditure authority. Funding termination is not a default by State nor does it give rise to a claim against State.

- E. LOBBYING: Provider agrees to not use any of the funds received pursuant to this contract for lobbying purposes. Provider further agrees that if this contract involves federal funds or federally mandated compliance, the Provider is in compliance with all applicable regulations pursuant to Section 319 of Public Law 101-121, Guidance for New Restrictions on Lobbying, including Certification and Disclosure, 29 C.F.R. § 93.110 (1990).
- F. NONASSIGNMENT/SUBCONTRACTING: Provider shall not assign this contract, or any portion thereof, without the prior written consent of State. Provider's assignment or attempted assignment of this contract, or any portion thereof, without State's prior written consent constitutes a material breach of contract. The Provider may not use subcontractors to perform the services described herein without the express prior written consent of State. Provider will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. Provider will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- G. REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE: Provider agrees to report promptly to State any event encountered in the course of performance of this contract which results in injury to the person or property of third parties, or which may otherwise subject Provider or State to liability. Reporting to State under this section does not satisfy Provider's obligation to report any event to law enforcement or other entities as required by law.
- H. SEVERABILITY: In the event that any term or provision of this contract shall violate any applicable law, such provision does not invalidate any other provision hereof.
- I. SMOKE FREE WORK PLACE: Provider agrees that no person may smoke tobacco or carry any lighted tobacco product in any public place or place of employment where any services pursuant to this contract are rendered. SDCL §§ 22-36-2 to 22-36-4.
- J. DRUG FREE WORK PLACE: Provider agrees to encourage all its employees to refrain from using illegal drugs which may affect an employee's ability to perform the essential functions required under the terms and conditions of this contract. State reserves the right to terminate this contract if Provider, or any of its employees or agents, is convicted of using illegal drugs. Provider further agrees that if this contract involves federal funds or federally mandated compliance, then Provider is in compliance with the requirements of the "Drug-Free Workplace Act" (Public Law 100-690 Title V, Subtitle D, 41 U.S.C. §§ 701 et seq.).
- K. RECYCLING: State strongly encourages Provider to establish a recycling program to help preserve our natural resources and reduce the need for additional landfill space.
- L. CIVIL RIGHTS POLICY PROVISION: Both parties agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as prohibited by state or federal law.

All parties further agree for Supplemental Nutrition Program for Women, Infants and Children (WIC) purposes to comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000 d et. seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et. deq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. deq.), and all provisions on non-discrimination, by implementing regulations of the Department of Agriculture that ensure no person shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination under the WIC Program.

M. AUDIT REQUIREMENTS:  
(EXPENDING \$500,000 OR MORE)

A nonprofit subrecipient, (as well as profit hospitals) (Provider), expending \$500,000 or more in one year in Federal awards, must have an annual audit made in accordance with Office of Management and Budget Circular A-133, Audits of Institutions of Higher Education and Other Nonprofit Institutions and the Auditor General's guidelines.

All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, you must request an extension from the federal agency for which the majority of federal expenditures relates.

Failure to complete audit(s) as required will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completed satisfactorily.

- N. PERSONNEL: Neither the Provider nor any employee or agent thereof will hold him or herself out as or claim to be an officer or employee of State and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of State including, but not limited to, workers' compensation, health, life, malpractice insurance, and retirement membership or credit.

- O. **CONTRACT ORIGINAL AND COPIES:** An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to Provider.
- P. **RECORD RETENTION/EXAMINATION:** Provider agrees to maintain all records that are pertinent to this contract and retain them for a period of three years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.
- Q. **FEDERAL AND STATE LAWS:** Provider agrees that it will comply with all federal and state laws, rules and regulations as they may apply to the provision of services pursuant to this contract, including Section 306 of the Clean Air Act and Section 508 of the Clean Water Act.
- R. **AMERICANS WITH DISABILITIES ACT:** Provider agrees to provide all services required in this contract in compliance with the Americans With Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendments thereto.
- S. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** Provider agrees that neither Provider, nor any of Provider's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. Provider will provide immediate written notice to the Department of Health, Division of Administration (600 East Capitol Avenue, Pierre, SD 57501 (605) 773-3361), if Provider, or any of Provider's principals, becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions involving Federal funding. Provider further agrees that if this contract involves federal funds or federally mandated compliance, then Provider is in compliance with all applicable regulations pursuant to Executive Order 12549, including Debarment and Suspension and Participants' Responsibilities, 29 C.F.R. § 98.510 (1990).
- T. **OWNERSHIP:** All reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses, or other products produced as a result of the services rendered under this contract, excluding medical records kept in the normal course of Provider's business, will become the sole property of State. State hereby grants Provider the unrestricted right to retain copies of and use these materials and the information contained therein in the normal course of Provider's business for any lawful purpose. Either the originals, or reproducible copies satisfactory to State, of all technical data, evaluations, reports and other work product of Provider shall be delivered to State upon completion or termination of services under this contract.
- U. **FORCE MAJEURE:** Neither Provider nor State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.

The parties signify their agreement by signing below.

_____	_____	_____	_____
Dr. Gail Gray, Director	Date	Provider Signature	Date
Health and Medical Services			
Department of Health			
_____			
Print or Type Provider Name			

_____	_____
Linda Zeller	Date
Administrator, Financial Management	
Department of Health	

State Contact Person: <u>Ardys Roseland</u>	Phone: <u>773-4988</u>
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Provider Contact Person: _____	Phone: _____
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**The following shall be completed by the Provider:**

Nonprofit ☐ Profit ☐

Provider fiscal year beginning \_\_\_\_\_ and ending \_\_\_\_\_

Federal ID number or Social Security Number \_\_\_\_\_

**The following shall be completed by the State:**

Subrecipient status \_\_\_\_\_ OR Vendor status \_\_\_\_\_

MSA Account code 5 2 0 4 9 6 0 \_\_\_\_\_

Fund Source Name: WIC Federal	Fund Source Name:	Fund Source Name:
CFDA No: 10.557	CFDA No:	CFDA No:
Program: 0904003113WC	Program:	Program:
CO: 2018-Federal \$3,413.50	CO: 2018-Federal	CO: 2018-Federal
3047-Other	3047-Other	3047-Other
1000-General	1000-General	1000-General

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.

STATE OF SOUTH DAKOTA  
CONSULTANT CONTRACT/LETTER OF AGREEMENT  
FOR CONSULTANT SERVICES  
BETWEEN

Visiting Nurses Association  
2710 West 12<sup>th</sup> Street  
Sioux Falls, SD 57104

Brule County Commission  
Brule County Courthouse  
300 South Courtland  
Chamberlain, SD 57325

Referred to as "Consultant"

Referred to as "County"

and

South Dakota Department of Health  
615 East 4<sup>th</sup> Street  
Pierre, SD 57501  
Referred to as "State"

PREAMBLE

Consultant, County and State hereby enter into a Contract to develop a public health alliance in Brule County. Community health services previously delivered by State community health staff as listed under III.F. will now be delivered by Consultant in coordination with State public health staff having an assessment, coordination, and assurance role.

I. DATE OF SERVICES

Services pursuant to this contract shall begin on June 1, 2007 and end on May 31, 2008.

II. COMMUNITY HEALTH COUNCIL

Consultant, County and State are encouraged, but not required, to form a Community Health Council having membership from Consultant, County, and the local community. The purpose of a Community Health Council is to assess community health needs and work with county residents to address those needs. Functions of the Council include determining community health needs; implementing initiatives to improve the community's health status; and assuring communication and collaboration among county residents, community leaders, and health care providers. Consultant and State agree to act as Ex Officio members and, as requested, provide technical assistance to the council.

III. CONSULTANT

- A. Consultant is not a full or part-time employee of State or any agency of the state of South Dakota.
- B. Consultant is a non-profit health facility. Consultant agrees to provide proof of non-profit status upon State's request.



- C. Consultant, as an independent contractor, is solely responsible for the withholding and payment of applicable income and Social Security taxes due and owing from money received under this contract.
- D. Consultant may, as long as State continues to share a location and provide services, use the following equipment, supplies or facilities owned by the state of South Dakota for the purpose of this contract only:

See Attachment A (incorporated herein by reference).

- E. **INSURANCE:** The Consultant agrees, at its sole cost and expense, to maintain the following insurance:

1. Commercial General Liability Insurance:

Consultant shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

2. Professional Liability Insurance:

Consultant shall maintain professional liability insurance with a limit of not less than one million dollars each accident.

3. Automobile Liability Insurance:

Consultant shall maintain automobile liability insurance or equivalent form with a limit of not less than \$500,000 each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

4. Worker's Compensation Insurance:

Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

5. Certificates of Insurance:

Prior to commencement of work under this Contract, Consultant shall furnish State properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract and *promptly provide updated Certificates of Insurance on an ongoing basis*. Such insurance shall not be canceled, except on 30 days' prior written notice to State. Consultant shall furnish copies of insurance policies if requested by State.

- F. Only select public health services, as listed below, will be reimbursed by State upon receipt and approval of the Public Health Alliance (PHA) Billing form. Consultant may offer additional public health services with fee for service reimbursement or other non-Public Health Alliance funding. Consultant will bill Medicaid for any Medicaid covered service, except for Baby Care, which will be billed by State.

Consultant agrees to provide the direct client service component as listed in III.F. for the Special Supplemental Nutrition Program for Women, Infants, and Children, known as the WIC Program while the State continues the administration component which includes, but is not limited to: compliance with the fiscal and operational requirements prescribed by the federal regulations/guidelines/ instructions; establishment of standards and criteria for program operations, staffing, certification, area served, income standards and nutrition risk standards; quality assurance, coordination and assessment; management of food delivery system; management of the nutrition education component, including

development of the local agency nutrition education plan, in-service trainings and technical assistance, resource standards, development and management.

Consultant agrees to carry out all administrative and supervisory responsibilities, provide fiscal management, and meet all reporting requirements for delivery of the following designated services listed in III.F.

Consultant agrees to obtain appropriate signed physician orders for nursing services as outlined in III.F.

Consultant agrees to comply with and provide services listed in III.F. in accordance with federal regulations, and State Program Specific Policy and Procedure Manuals, including ongoing program memo and policy revisions, for the following:

Public Health Alliance Services Areas	Reimbursement Services
Health Services	<ul style="list-style-type: none"><li>• Public health activities to include but not limited to individual services, presentations and screening activities that are not covered under another fund source in this contract.</li><li>• Presentations to a group on preventative health; disease; wellness</li><li>• Immunization services to individuals 19 and over to include tetanus and diphtheria and other adult immunizations as requested by the SDDOH. TB skin testing to high-risk adults only with any of the following risk factors: HIV infection; close contacts with an active TB case; foreign born; excess alcohol use; IV drug use; homeless; diabetes; end-stage renal disease; immunosuppression; or any other patient specifically referred by state's TB Control Program.</li><li>• Networking and Community Coordination. Includes participation on community groups and working with the community to develop a coordinated system of care.</li><li>• Public health activities per request of the South Dakota Department of Health relating to identified public health initiatives, public health emergency preparedness, or bioterrorism related activities.</li><li>• Designated nursing staff who participate in local emergency preparedness. Nurse will represent public health for the county.</li><li>• Training. Includes training of nursing and clerical staff new to public health or new to a program area. Training is conducted in conjunction with State.</li></ul>

Health Services Cont.	<ul style="list-style-type: none"> <li>Administration of immunizations to specific state agencies as requested by Community Health Services Administration. All state employee services are provided according to Community Health Services Policies and Procedures and ACIP guidelines. Includes influenza (adult and child), hepatitis B, tuberculosis screening, tetanus, diphtheria, rabies pre-exposure and rabies titers. Booster dose of rabies vaccine will be completed after interpretation of titer results according to Community Health Services policies.</li> </ul>
School Services	<ul style="list-style-type: none"> <li>Screening and health education to pre-kindergarten through grade 12 children enrolled in contract schools. Includes screening, assessment, counseling/education, referral and follow up of students according to (Attachment B) "MCH Related School Services".</li> <li>Each year at State's request, Consultant will submit the completed "MCH Related School Services form" indicating the number of school hours and services contracted by the school with Consultant.</li> <li>Training. Includes training of nursing and clerical staff new to public health or new to a program area. Training is conducted in conjunction with State.</li> </ul>
All Women Count!	<ul style="list-style-type: none"> <li>Contracted All Women Count! Provider clinic case management assessments and follow up services. Includes conducting an assessment of the clinics case management system and technical assistance to the clinic designated by the All Women Count! Program on specific case management aspects.</li> <li>Case management services to identified women in the All Women Count! Program. Includes services to women referred by the All Women Count! Program to Consultant for targeted case management.</li> <li>Marketing/Presentation activities for women. Includes services to individuals and presentation to groups on the All Women Count! Program, screening recommendations, cancer prevention, cardiovascular disease, diabetes, physical activity, nutrition, etc.</li> <li>Training. Includes training of nursing and clerical staff new to public health or new to a program area. Training is conducted in conjunction with State.</li> </ul>
Preventative Therapy for Tuberculosis Clients	<ul style="list-style-type: none"> <li>Medication management for identified clients. Includes patient teaching on medication administration, side effect check, ordering and providing the medication to the client, referral, follow up, and submission of the Prescription Drug Claim Form.</li> <li>Training. Includes training of nursing and clerical staff new to public health or new to a program area. Training is conducted in conjunction with State.</li> </ul>
Immunization Audits	<ul style="list-style-type: none"> <li>Audit of immunization records for kindergarten and transfer students. Audits will be provided based on directions from Immunization Program Manager.</li> <li>Training. Includes training of nursing and clerical staff new to public health or new to a program area. Training is conducted in conjunction with State.</li> </ul>
Maternal and Child Health	<ul style="list-style-type: none"> <li>Case management of eligible high-risk pregnant women. Includes assessment, education/counseling, referral and follow up, coordination of care to promote a positive pregnancy outcome and postpartum services including the completion of Pregnancy Outcome Form. Services may be provided in the home or office.</li> </ul>

Maternal and Child Health Cont.	<ul style="list-style-type: none"> <li>• Post Partum home and office visits for clients who did not receive Case Management (Baby Care) services. Includes education/counseling, assessment, referral and follow up. Includes completion of the Pregnancy Outcome Form if a risk assessment was initially completed on the client.</li> <li>• Prenatal Education for <u>individual</u> clients who are not eligible for case management (Baby Care) services. Includes assessment, education/counseling, referral and follow-up, limited to three visits.</li> <li>• Immunization and TB skin testing services for children 0-18 years of age. Includes administration of all childhood vaccines provided by the SD Immunization Program. Also includes influenza vaccine provided by the SD Immunization Program for eligible children. Immunizations will be given according to Advisory Committee on Immunization Practices guidelines, SD Dept. of Health target populations/eligibility/policies. Immunization must be entered on the South Dakota Immunization Information System after administration unless parent has refused. Immunization tracking will be completed monthly. Consultant will bill Medicaid for immunization services for Medicaid eligible children.</li> <li>• Developmental screening for children utilizing the Ages &amp; Stages Questionnaire and the Social and Emotional Screening Questionnaire.</li> <li>• Infant/Child Home Visiting (after 6 weeks of age) for activities relating to intermittent general assessment, education, specific parenting concerns, and general child health and development monitoring. Skilled services or ongoing services will be referred to a home health agency.</li> <li>• Interagency Workgroup. Includes nurse participation on local (county) interagency workgroup for MCH population.</li> <li>• Service 0-21 years of age. Includes assessment, screening, counseling, education, referral and follow up to individuals.</li> <li>• Services 0-21 years of age. Group screening, counseling, education, referral and follow-up.</li> <li>• MCH counseling/education/presentation to a group. Includes, but not limited to, growth and development, dental, first aid, injury prevention, and nutrition education.</li> <li>• Client Needs Coordination. Includes coordinating referrals or resources for health needs, food and shelter to meet client-identified needs.</li> <li>• Networking and Community Coordination. Includes participation on local (county) Child Protection Teams, I-3 Workgroups, etc.</li> <li>• Training. Includes training of nursing and clerical staff new to public health or new to a program area. Training is conducted in conjunction with State.</li> </ul>
Case Management Fees	<ul style="list-style-type: none"> <li>• Baby Care risk assessments of ALL pregnant women. Includes explanation of case management prenatal services.</li> <li>• Case Management of Medicaid eligible high-risk pregnant women. Includes assessment, education/counseling, referral and follow up, coordination of care to promote a positive pregnancy outcome and postpartum services including the completion of the Pregnancy outcome Form. Services may be provided in the home or office.</li> </ul>
WIC	<ul style="list-style-type: none"> <li>• Determine participant eligibility, based upon categorical, income, and residency eligibility.</li> </ul>

WIC Cont.	<ul style="list-style-type: none"> <li>• Certify participants based upon collection of nutritional and health data, assessment of data and identification and determination of nutrition risk.</li> <li>• Develop nutrition care plans with participant setting goals and addressing nutrition risk factors.</li> <li>• Prescribing food packages tailored to meet the individual's needs.</li> <li>• Issue food vouchers with specific foods listed and explanation of the food delivery system.</li> <li>• Make available two nutrition contacts during each six-month certification period, the initial nutrition education period, and counseling at time of certification with secondary nutrition education and counseling made available prior to the end of the certification.</li> <li>• Provide breastfeeding support and promotion, substance abuse information and referral.</li> <li>• Link participants to other health and social services and referral.</li> <li>• Assess immunization status with provision of immunizations or referral.</li> <li>• Training. Includes training of nursing and clerical staff new to public health or new to a program area. Training is conducted in conjunction with State.</li> </ul>
Family Planning	<ul style="list-style-type: none"> <li>• Consultant agrees to provide family planning services according to the South Dakota Family Planning Program Policy and Procedure Manual including the following:</li> <li>• Initial Visit. Includes obtaining medical and sexual history, assessment, counseling/education, referral and follow-up, supplies and nutrition counseling.</li> <li>• Annual Record Update. Includes obtaining medical and sexual history, assessment, counseling/education referral and follow-up, supplies and nutrition counseling.</li> <li>• Supply Visits. Includes assessment of health and provide family planning supplies.</li> <li>• Pregnancy Testing. Includes performance of actual test, history, counseling, education and referral.</li> <li>• Community Outreach /Presentations. Includes presentations to schools, community groups, colleges, etc. on the Family Planning Program, sexuality, decision-making, etc.</li> <li>• Follow-up of any abnormal test results. Includes referrals and follow-up with client and medical provider.</li> <li>• Training. Includes training of nursing and clerical staff new to public health or new to a program area. Training is conducted in conjunction with State.</li> </ul>
Physical Activity and Nutrition	<ul style="list-style-type: none"> <li>• Provide training to groups such as school staff, students or parents, community groups, workplace and service clubs to provide educational information related to healthy nutrition and physical activity.</li> <li>• Promote and market healthy eating and physical activity through methods such as local media, newspaper, newsletters and health fairs.</li> <li>• Participate in networking and planning through community and school to improve healthy eating and physical activity.</li> </ul>

Physical Activity and Nutrition Cont.	<ul style="list-style-type: none"> <li>• Training for nursing staff new to public health or to a program area. Training is conducted in conjunction with state.</li> <li>• Worksite Wellness – Provide activities relating to work site wellness – generally focus on nutrition and physical activities, technical assistance for work sites - must be trained by DOH for work site wellness activities.</li> </ul>
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G. Consultant agrees to hold harmless and indemnify the state of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of State, its officers, agents, or employees.

H. Consultant agrees to comply with SDCL 34-22-1 and ARSD 44:20, regarding Communicable Disease reporting regulations (Attachment C) incorporated herein by reference), for services listed in III.F.

I. Consultant further agrees to show proof of Hepatitis B series and two doses of Measles, Mumps, and Rubella (MMR) vaccine for those staff involved in delivering the services designated in this contract.

J. Consultant agrees to require its staff involved in delivering the services designated in this Contract to participate in and complete State-sponsored training for those services and related policies.

K. Consultant agrees to safeguard and maintain the confidentiality of applicants and participants and protect records from loss or use by unauthorized persons.

Consultant further agrees that the contents of WIC records shall not be disclosed to anyone other than persons directly connected with the administration or enforcement of the program, including persons investigating or prosecuting violations in the WIC Program under Federal or State authority.

L. Consultant agrees to make available identified health services as listed in III.F. to service area residents and inform them of the public health and social services available, including location and hours.

M. Consultant agrees to refer all potentially eligible persons that receive any service in its facility, or that accompany a child who received services, to appropriate services listed in III.F. Consultant further agrees to have a referral plan for health services not available in its facility.

N. Consultant agrees to provide appropriate office space for delivering services designated in this Contract.

O. Consultant agrees the qualifications of personnel assigned to perform services shall meet State's staffing standards and be available for review by State. All nursing personnel shall practice according to the State Board of Nursing, Nurse Practice Act.

P. Consultant agrees to collect statistical information according to program policies and procedures and the PHA Billing Statement.

Q. Consultant agrees to provide State the following reports:

1. Monthly Narrative Report – Sent to Public Health Regional Manager by date designated by the Regional Manager.
  2. Monthly PHA Billing Statement – Entered into computerized monthly billing form.
- R. Consultant agrees to make staff available to State to provide direct observed therapy for Tuberculosis patients when specially requested by the Disease Prevention Program. Reimbursement for direct observed therapy services rendered will be outlined in a contract addendum at the time of the request.
- S. Consultant agrees to the Maternal and Child Health financial matching requirement sets forth in VI.C.2. of the Contract. Consultant agrees that WIC funds can be used only for WIC Services. Consultant agrees that family planning contraceptive supplies will be used only for Title X family planning clients. Consultant agrees that Title X Family Planning client fees, third party reimbursement, and donations will be used for the delivery of family planning activities and any additional family planning fees collected above the cost of the delivery of family planning activities for 3 months may be used for other related Public Health Alliance contract service activities.
- T. Consultant agrees to display in a visible location a list of designated services with suggested donations for services in III.F. Consultant further agrees to indicate that there is no cost to the applicant or participant for WIC services.
- U. Consultant agrees that any client seeking services in III.F. will be able to access and receive them regardless of place of residence or ability to pay for services.
- V. Consultant agrees that all fees collected from providing services, designated in this Contract in III.F. will be used to offset the cost of delivering those services.
- W. Consultant agrees to maintain on file and allow access to all records and staff by authorized State and Federal personnel from the specific program for program evaluation and monitoring purposes. Consultant further agrees that Medicaid personnel's access to records and staff is limited to III.F. purposes only.
- X. Consultant is a "covered entity" as defined in the Health Insurance Portability and Accountability Act, 45 CFR §164.501, and will abide by the rules and regulations set forth in 45 CFR Parts 160 and 164 (HIPAA).

#### IV. COUNTY

- A. County agrees to fund Consultant for an amount up to \$\_\_\_\_\_.
- B. County agrees to designate a member of the Brule County Commission to serve on any Community Health Council (Section II.).
- C. Brule County will allow use of county owned equipment and supplies (Attachment E) incorporated herein by reference), at a \$1.00 lease cost, for the delivery of Public Health Services.

#### V. STATE

- A. State will reimburse Consultant for its services, when Consultant has completed services pursuant to this contract to State's satisfaction, specifically including all reports listed in III.Q. If Consultant's services are not completed to State's satisfaction, then State can withhold payment for nonperformance.
- B. State will not pay Consultant's expenses for III.F. as a separate item.
- C. The TOTAL CONTRACT AMOUNT to be paid by State will not exceed \$46,243.00. State's prior approval is required before any of the following projected amounts, with rates of service reimbursement reflected in (Attachment F) incorporated herein by reference, may be adjusted within the local contract amount:
1. Health Services: State agrees to pay Consultant: up to \$12,258.00 for services outlined in III.F. "Health Services".
  2. MCH Services: State agrees to pay Consultant: up to \$8,931.00 for 57% (the financial matching requirement) of services outlined in III.F. "Maternal and Child Health".
  3. Case Management Fees: State also agrees to pay up to \$1,331.00 for high risk case management of Medicaid eligible pregnant and postpartum women's services and all prenatal risk assessments.
  4. All Women Count!: State agrees to pay Consultant up to \$2,273.00 for services outlined in III.F. "All Women Count!".
  5. Preventative Therapy for Tuberculosis: State agrees to pay Consultant up to \$579.00 for services outlined in III.F. "Preventative Therapy for Tuberculosis".
  6. Immunization Audit Services: State agrees to pay Consultant up to \$627.00 for services outlined in III.F. "Immunization Audits".
  7. Family Planning Services: State agrees to pay Consultant up to \$46.00 for services outlined in III.F. "Family Planning".
  8. WIC: State agrees to reimburse Consultant actual WIC expenses not to exceed the budget amount of \$15,512.00 for services outlined in III.F. "WIC".
  9. Physical Activity and Nutrition: State agrees to pay Consultant up to \$482.00 for services outlined in III.F. "Physical Activity and Nutrition".
  10. State agrees to pay 10% administrative rate on all services except special project activities not to exceed \$4,204.00.
- D. State agrees to provide and maintain software, and other related items, for Consultant.
- E. State will assign staff to provide technical assistance, training, observation of service delivery, auditing, chart review, and general oversight of services identified in III.F.
- F. State agrees to provide specific program site assessments including management evaluations of WIC and Family Planning fiscal and program operations and records during WIC and Family Planning site visits.
- G. State agrees to monitor Consultant's services listed in III.F. of this Contract, which may include an annual on-site review and an annual audit of patient records, and financial



records. State agrees to conduct management evaluations of fiscal and program operations of WIC records and files every 2 years.

## VI. TITLE X FUNDS/CLIENTS/FEES

- A. If Consultant is the recipient of any Title X Family Planning Funds, charges for services to clients will be determined according to the United States Department of Health and Human Services Poverty Guidelines published annually in the Federal Register. Services to Family Planning clients at or below 100% of the federal poverty level and adolescent clients will be available at no charge. Services to Family Planning clients between 100% and 250% of the federal poverty level will be made available on a sliding fee scale.

## VII. OTHER PROVISIONS

- A. INTEGRATION/CHOICE OF LAW AND FORUM: This contract contains the entire agreement between the parties, and may be amended only in writing signed by both parties. Each amendment shall be attached to and become a part of this contract. The terms and conditions of this contract are subject to and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this contract, which cannot be resolved by mutual agreement, will be tried in Hughes County, South Dakota.
- B. TERMINATION: This contract can be terminated upon thirty (30) days written notice being received by the other party and may be terminated for cause by State at any time with or without notice.
- C. NOTICE: Any notice or other communication required under this contract shall be in writing and sent to the address set forth above. Notices shall be given by and to the State Contact Person on behalf of State, and by and to the Consultant Contact Person on behalf of Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- D. FUNDING TERMINATION: This contract depends upon the continued availability of appropriated funds and expenditure authority from Congress, the Legislature or the Executive Branch for this purpose. This contract will be terminated for cause by State if Congress, the Legislature or Executive Branch fails to appropriate funds, terminates funding or does not grant expenditure authority. Funding termination is not a default by State nor does it give rise to a claim against State.
- E. LOBBYING: Consultant agrees to not use any of the funds received pursuant to this contract for lobbying purposes. Consultant further agrees that if this contract involves federal funds or federally mandated compliance, the Consultant is in compliance with all applicable regulations pursuant to Section 319 of Public Law 101-121, Guidance for New Restrictions on Lobbying, including Certification and Disclosure, 29 C.F.R. § 93.110 (1990).
- F. NONASSIGNMENT/SUBCONTRACTING: Consultant shall not assign this contract, or any portion thereof, without the prior written consent of State. Consultant's assignment or attempted assignment of this contract, or any portion thereof, without State's prior written consent constitutes a material breach of contract. The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of State. Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this contract, to indemnify the State, and to provide insurance coverage in a manner consistent with this contract. Consultant will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- G. REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE: Consultant agrees to report promptly to State any event encountered in the course of performance of this contract which results in injury to the person or property of third parties, or which may otherwise subject Consultant or State to liability. Reporting to State under this section does not satisfy Consultant's obligation to report any event to law enforcement or other entities as required by law.
- H. SEVERABILITY: In the event that any term or provision of this contract shall violate any applicable law, such provision does not invalidate any other provision hereof.
- I. SMOKE FREE WORK PLACE: Consultant agrees that no person may smoke tobacco or carry any lighted tobacco product in any public place or place of employment where any services pursuant to this contract are rendered.  
SDCL §§ 22-36-2 to 22-36-4.
- J. DRUG FREE WORK PLACE: Consultant agrees to encourage all its employees to refrain from using illegal drugs which may affect an employee's ability to perform the essential functions required under the terms and conditions of this contract. State reserves the right to terminate this contract if Consultant, or any of its employees or agents, is convicted of using illegal drugs. Consultant further agrees that if this contract involves federal funds or federally mandated compliance, then Consultant is in compliance with the requirements of the "Drug-Free Workplace Act" (Public Law 100-690 Title V, Subtitle D, 41 U.S.C. §§ 701 et seq.).

- K. **RECYCLING:** State strongly encourages Consultant to establish a recycling program to help preserve our natural resources and reduce the need for additional landfill space.
- L. **CIVIL RIGHTS POLICY:** Both parties agree to provide services covered by this contract without regard to race, color, sex, religion, national origin, creed, marital status, age or disability as prohibited by state or federal law.
- M. **AUDIT REQUIREMENTS:**  
(EXPENDING \$500,000 OR MORE)  
A nonprofit subrecipient, (as well as profit hospitals) (Consultant), expending \$500,000 or more in one year in Federal awards, must have an annual audit made in accordance with Office of Management and Budget Circular A-133, Audits of Institutions of Higher Education and Other Nonprofit Institutions and the Auditor General's guidelines.  
  
All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, you must request an extension from the federal agency for which the majority of federal expenditures relates.  
  
Failure to complete audit(s) as required will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completed satisfactorily.
- N. **PERSONNEL:** Neither the Consultant nor any employee or agent thereof will hold him or herself out as or claim to be an officer or employee of State and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of State including, but not limited to, workers' compensation, health, life, malpractice insurance, and retirement membership or credit.
- O. **CONTRACT ORIGINAL AND COPIES:** An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to Consultant.
- P. **RECORD RETENTION/EXAMINATION:** Consultant agrees to maintain all records that are pertinent to this contract and retain them for a period of three years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.
- Q. **FEDERAL AND STATE LAWS:** Consultant agrees that it will comply with all federal and state laws, rules and regulations as they may apply to the provision of services pursuant to this contract.  
  
Provider further acknowledges that an individual who embezzles, willfully misapplies, steals, or obtains by fraud any funds, assets, or property provided from the Supplemental Nutrition Program for Women, Infants, and Children (WIC), having a value of \$100.00 or more, is subject to a fine of not more than \$25,000.00, or imprisonment for not more than 5 years, or both. If the value involved is less than \$100.00, the applicable penalty is a fine of not more than \$1,000.00, or imprisonment for not more than 1 year, or both. 7 C.F.R. § 246.23(d), as amended by the William F. Goodling Child Nutrition Reauthorization Act of 1998, § 104(b), Pub. L. No. 105-336.
- R. **AMERICANS WITH DISABILITIES ACT:** Consultant agrees to provide all services required in this contract in compliance with the Americans With Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendments thereto.
- S. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** Consultant agrees that neither Consultant, nor any of Consultant's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. Consultant will provide immediate written notice to the Department of Health, Division of Administration (600 East Capitol Avenue, Pierre, SD 57501 (605) 773-3361), if Consultant, or any of Consultant's principals, becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions involving Federal funding. Consultant further agrees that if this contract involves federal funds or federally mandated compliance, then Consultant is in compliance with all applicable regulations pursuant to Executive Order 12549, including Debarment and Suspension and Participants' Responsibilities, 29 C.F.R. § 98.510 (1990).
- T. **OWNERSHIP:** All reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses, or other products produced as a result of the services rendered under this contract, excluding medical records kept in the normal course of Consultant's business, will become the sole property of State. State hereby grants Consultant the unrestricted right to retain copies of and use these materials and the information contained therein in the normal course of Consultant's business for any lawful purpose. Either the originals, or reproducible copies satisfactory to State, of all technical data, evaluations, reports and other work product of Consultant shall be delivered to State upon completion or termination of services under this contract.
- U. **FORCE MAJEURE:** Neither Consultant nor State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its

sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.

The parties signify their agreement by signing below.

_____	_____	_____	_____
Dr. Gail Gray, Director	Date	Consultant Signature	Date
Health and Medical Services			
Department of Health			
_____		_____	
		Print or Type Consultant Name	

Linda Zeller  
Administrator, Financial Management  
Department of Health

Date

County Signature

Date

County Signature

Date

State Contact Person: Pam Kendall

Phone: 773-3307

Consultant Contact Person:

Phone:

**The following shall be completed by the Consultant:**

Nonprofit \_\_ Profit \_\_

Consultant fiscal year beginning \_\_\_\_\_ and ending \_\_\_\_\_

Federal ID number or Social Security Number \_\_\_\_\_

**The following shall be completed by the State:**

Subrecipient status \_\_\_\_\_ OR Vendor status \_\_\_\_\_

MSA Account code 5 2 0 4 \_\_\_\_\_

Fund Source Name: MCH	Fund Source Name: All Women Count!	Fund Source Name: Fees
CFDA No: 93.994	CFDA No: 93.283	CFDA No:
Program: 0904004114	Program: 0904004090	Program: 0904004753
CO: 2018-Federal \$9,824.00	CO: 2018-Federal \$2,500.00	CO: 2018-Federal
3047-Other	3047-Other	3047-Other \$14,999.00
1000-General	1000-General	1000-General

Fund Source Name: TB	Fund Source Name: Immunization	Fund Source Name: WIC
CFDA No:	CFDA No: 93.268	CFDA No: 10.557
Program: 0904004108	Program: 0904004092	Program: 0904004113WC
CO: 2018-Federal	CO: 2018-Federal \$690.00	CO: 2018-Federal \$17,063.00
3047-Other	3047-Other	3047-Other
1000-General \$637.00	1000-General	1000-General

Fund Source Name: Nutrition & Physical Activity	Fund Source Name:	Fund Source Name:
CFDA No: 93.283	CFDA No:	CFDA No:
Program: 0904004226	Program:	Program:
CO: 2018-Federal \$530.00	CO: 2018-Federal	CO: 2018-Federal
3047-Other	3047-Other	3047-Other
1000-General	1000-General	1000-General

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.

**SD DEPARTMENT OF HEALTH  
HEALTH & MEDICAL SERVICES INVENTORY FORM  
INVENTORY LIST  
ATTACHMENT A**

<b>QTY</b>	<b>ITEM</b>	<b>DESCRIPTION, MODEL #, ETC.</b>	<b>SERIAL #</b>	<b>DATE ACQUIRED</b>
2	HEMOCUE HEMOGLOBIN PHOTOMETER			
	O <sub>2</sub> TANK PORTABLE			
	ADULT HEALTHOMETER SCALE			
2	ADULT BP CUFF			
	WALL MOUNT MEASURING BOARD			
	INFANT MEASURING BOARD			
	ELECTRONIC HEALTHOMETER INFANT SCALE			
2	THERMOMETERS	DICKSON MODEL VFC70		
	INFANT BALANCE BEAM SCALE			
	PEDIATRIC BP CUFF			
	ELECTRIC BREAST PUMP	MEDELA LACINTA		
	PEDIATRIC STETHOSCOPE			
	OTOSCOPE			
	STETHESCOPE			
	SCOLIOMETER			
	CHILDRENS ACTIVITY TABLE			
	CIRCULAR FREESTANDING PAMPHLET DISPLAY			
4	OFFICE CHAIRS			
	AUDIO VISUAL CART			
	WIC FOOD MODELS			
	CHILDBIRTH GRAPHICS BREASTFEEDING FLIP CHART, 1991			
2	BREAST MODELS			
	BREASTFEEDING EDUCATION DOLL			
	FAT TEST TUBES I, II AND III			
	SUGAR TEST TUBES			
	VIDEO: TRIED & TRUE COLLECTION OF LABOR TECHNIQUES			
	SALT TEST TUBES			
	CIRCULAR FREESTANDING PAMPHLET DISPLAY			
	TV/VCR	PANASONIC		
	BIRTHING DOLL			
	TACKLE BOX			
1	MONITOR	GATEWAY VIVITRON, CPD- GF250T	8298478	03/01
1	PRINTER	HP LASERJET 2300D	CNNBD13632	03/03
1	KEYBOARD	GATEWAY SK-9921	C054713	

2	SPEAKERS	CAMBRIDGE SOUNDWORKS	SW036B3399000789	
2	SPEAKERS	CAMBRIDGE SOUNDWORKS	SW036B3469005609	
1	KEYBOARD	GATEWAY SK-9921	C059072	
1	MOUSE	GATEWAY	HCA31409207	
1	MOUSE	GATEWAY	HCA31425426	
1	TOWER	GATEWAY E-SERIES	0031558754	
1	TOWER	GATEWAY E-SERIES	0031574894	
1	MONITOR	GATEWAY VX720	P00605063	
1	MODEM	US ROBOTICS	22SBBBK8HFAS	
1	APC POWER SUPPLY	SURGE ARREST	HZ9934069730	
1	PRINTER	HP 6P LASERJET	USDQ041489	
1	MODEM	US ROBOTICS 56K	22SBBBL8150K	

South Dakota Department of Health  
Office of Disease Prevention  
**Reportable Diseases in South Dakota**  
(Effective 25 Dec 2006)

The South Dakota Department of Health is authorized by [SDCL 34-22-12](#) and [ARSD 44:20](#) to collect and process mandatory reports of communicable diseases by physicians, hospitals, laboratories, and institutions. [Instructions for reporting](#). (Download [poster](#) version of South Dakota reportable diseases list; use [ADOBE](#))

**Category 1:**  
**Report immediately on**  
**suspicion of disease**

**Anthrax** (*Bacillus anthracis*)  
**Botulism** (*Clostridium botulinum*)  
**Cholera** (*Vibrio cholerae*)  
**Diphtheria** (*Corynebacterium diphtheriae*)  
**Enterohemorrhagic *E. coli*** (EHEC) shiga-toxin producing (*Escherichia coli*), includes *E. coli* O157:H7  
**Measles** (paramyxovirus)  
**Meningococcal disease, invasive** (*Neisseria meningitidis*)  
**Pertussis** (*Bordetella pertussis*)  
**Plague** (*Yersinia pestis*)  
**Poliomyelitis** (picornavirus)  
**Rabies, human and animal** (rhabdovirus)  
**Ricin toxin**  
**Rubella and congenital rubella syndrome** (togavirus)  
**SARS** (Severe Acute Respiratory Syndrome, coronavirus)  
**Smallpox** (*Variola*)  
**Tularemia** (*Francisella tularensis*)  
**Typhoid** (*Salmonella typhi*)  
**Viral Hemorrhagic Fevers** (Filoviruses, arenaviruses)  
**Outbreaks:**  
- Acute upper respiratory illness  
- Diarrheal disease  
- Foodborne  
- Illnesses in child care settings  
- Nosocomial  
- Rash illness  
- Waterborne  
**Syndromes suggestive of bioterrorism and other public**

**Category II:**  
**Report within three days**

**Acquired immunodeficiency syndrome** (AIDS)  
**Arboviral encephalitis, meningitis and infection** (West Nile, St. Louis, Eastern and Western equine, California serotype, Japanese, Powassan)  
**Brucellosis** (*Brucella* spp.)  
**Campylobacteriosis** (*Campylobacter* spp.)  
**Chancroid** (*Haemophilus ducreyi*)  
**Chicken pox/Varicella** (herpesvirus)  
**Chlamydia infections** (*Chlamydia trachomatis*)  
**Cryptosporidiosis** (*Cryptosporidium parvum*)  
**Cyclosporiasis** (*Cyclospora cayetanensis*)  
**Dengue fever** (flavivirus)  
**Drug resistant organisms:**  
- Methicillin-resistant *Staphylococcus aureus* (MRSA), invasive  
- Vancomycin-resistant and -intermediate *Staphylococcus aureus* (VRSA and VISA)  
- Drug resistant *Streptococcus pneumoniae* (DRSP), invasive  
**Ehrlichiosis** (*Ehrlichia* spp.)  
**Epsilon toxin** of *Clostridium perfringens*  
**Giardiasis** (*Giardia lamblia* / *intestinalis*)  
**Glanders** (*Burkholderia mallei*)  
**Gonorrhea** (*Neisseria gonorrhoeae*)  
***Haemophilus influenzae* type b disease, invasive**  
**Hantavirus pulmonary syndrome** (hantavirus)  
**Hemolytic uremic syndrome**  
**Hepatitis, acute viral A, B, C, D, and E**  
**Hepatitis, chronic viral B and C**  
**Hepatitis B infection, perinatal**  
**Herpes simplex virus infection, neonatal or genital**

**Influenza:** hospitalizations and deaths,  
- lab-confirmed cases (culture, DFA, PCR),  
- weekly aggregate report of total rapid antigen positive (A and B) and total tested  
**Legionellosis** (*Legionella* spp.)  
**Leprosy/Hansen's disease** (*Mycobacterium leprae*)  
**Listeriosis** (*Listeria monocytogenes*)  
**Lyme disease** (*Borrelia burgdorferi*)  
**Malaria** (*Plasmodium* spp.)  
**Melioidosis** (*Burkholderia pseudomallei*)  
**Mumps** (Paramyxovirus)  
**Nipah virus** (Paramyxovirus)  
**Psittacosis** (*Chlamydophila psittaci*)  
**Q fever** (*Coxiella burnetii*)  
**Rocky Mountain spotted fever** (*Rickettsia rickettsii*)  
**Salmonellosis** (*Salmonella* spp.)  
**Shigellosis** (*Shigella* spp.)  
**Staphylococcus enterotoxin B**  
**Streptococcal Group A, invasive**  
**Streptococcal Group B, invasive**  
***Streptococcus pneumoniae*, invasive, (<5 years of age)**  
**Syphilis** (*Treponema pallidum*)  
**Tetanus** (*Clostridium tetani*)  
**Toxic shock syndrome**  
**Transmissible spongiform**



<p><b>health threats unexplained illnesses or deaths in humans or animals</b></p>	<p><b>Human immunodeficiency virus infection (HIV)</b></p>	<p><b>encephalopathies</b>  <b>Trichinosis</b> (<i>Trichinella spiralis</i>)  <b>Tuberculosis</b> (<i>Mycobacterium tuberculosis</i> and <i>Mycobacterium bovis</i>) active disease and latent infection (positive skin test)  <b>Typhus fever</b> (<i>Rickettsia prowazekii</i>)  <b>Vaccine Adverse Events</b>  <b>Yellow fever</b> (<i>flavivirus</i>)</p>
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## WHEN TO REPORT

**Category I diseases** are reportable immediately by telephone on recognition or strong suspicion of disease.

**Category II diseases** are reportable immediately by telephone, mail, or fax within 3 days of recognition or strong suspicion of disease.

**WHAT TO REPORT:** Disease reports must include as much of the following as is known:

- Disease or condition diagnosed or suspected
- Case's name, age, date of birth, sex, race, address, and occupation
- Date of disease onset
- Pertinent laboratory results and date of specimen collection
- Attending physician's name, address and phone number
- Name and phone number of person making the report

## HOW TO REPORT



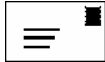
**Secure website:** [www.state.sd.us/doh/diseasereport](http://www.state.sd.us/doh/diseasereport)



**Telephone:** 1-800-592-1804 confidential answering-recording device, or 1-800-592-1861 or 605-773-3737 for a disease surveillance person during normal business hours; after hours to report Category I diseases, call 605-280-4810



**Fax: 605-773-5509**



**Mail or courier**, address to: Infectious Disease Surveillance, Office of Disease Prevention, Department of Health, 615 East 4th Street, Pierre, SD 57501; marked "*Confidential Disease Report*"

**CANCER** ([SDCL 1-43-14](#)) Report to **SD Cancer Registry**; call **800-738-2301**; Reportable cancers list found at [www.state.sd.us/doh/SDCR/reportablelist.htm](http://www.state.sd.us/doh/SDCR/reportablelist.htm)

**Fetal Alcohol Syndrome** ([SDCL 34-24-27](#)) Report to Office of Data, Statistics and Vital Records, 600 E. Capitol Ave, Pierre 57501 (605) 773-5683. Report forms: [Diagnosed case of FAS](#); [Suspected case of FAS](#) (use [ADOBE](#) for both).

These bacterial isolates should be sent to the **South Dakota Public Health Laboratory** (call **605-773-3368**) \* Select Agent

* <i>Bacillus anthracis</i> <i>Bordetella pertussis</i> * <i>Brucella</i> spp.	* <i>Burkholderia</i> spp. <i>Campylobacter</i> spp. <i>E. coli</i> , shigatoxin producing	* <i>Francisella tularensis</i> <i>Haemophilus influenzae B</i> <i>Listeria monocytogenes</i>	<i>Neisseria meningitidis</i> <i>Salmonella</i> spp. <i>Shigella</i> spp.	Vancomycin intermediate/ resistant <i>S. aureus</i> * <i>Yersinia pestis</i>
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